

West Virginia Department of Transportation

Division of Highways

Vehicle Use Agreement

This Vehicle Use Agreement made this _____ day of _____, 20____ between the West Virginia Department of Transportation, Division of Highways (hereinafter "the agency"), a state agency, and _____ (hereinafter "the employee").

The employee agrees to the following:

- 1. Use of Vehicle Is Within Normal Commuting Distance:** The employee acknowledges that, at the time of the execution of this Agreement, his or her use of the vehicle falls within the normal commuting area for agency business. The employee further agrees that if his or her use of the vehicle later is considered to extend outside the normal commuting area for agency business, the employee will immediately inform his or her District Engineer, District Manager, or Division Director, as applicable.
- 2. Valid Driver's License and Driving Record Checks:** The employee acknowledges that he or she currently holds a valid driver's license and that he or she will have a valid driver's license in his or her possession at all times while operating the vehicle. The employee agrees that, as a condition of the use of the vehicle, the agency may conduct a regular check of his or her driving record. The employee agrees that he or she will not drive the vehicle at any time without a valid driver's license.
- 3. Negative Changes in Driving Record Status:** The employee agrees immediately to inform his or her immediate supervisor and his or her District Engineer, District Manager, or Division Director, as applicable, of any negative change in the status of his or her driving record, including but not limited to DUI citations, moving violations, license revocation, license restriction, or license suspension. The employee agrees that any negative change in the status of his or her driving record may result in the revocation of the privilege of driving a vehicle.
- 4. Observance of Traffic Laws, Results of Violations and Accidents, and Seat Belt Usage:** The employee agrees to use a seat belt or other available occupant restraints and to require all passengers also to use occupant restraints in accordance with state law. The employee agrees not to operate the vehicle unless all occupants are wearing the appropriate restraints. The employee agrees to operate the vehicle in accordance with agency and State policies and procedures and to know and observe all applicable traffic laws, ordinances, and regulations. The employee agrees to be fully responsible for any parking and traffic violations incurred while

operating the vehicle. The employee agrees to report all accidents, property damage, or violations immediately to the following: (a) his or her District Engineer, District Manager, or Division Director, as applicable; and (b) the Claims Division, (304) 558-3136.

5. **Prohibition Against Drug and Alcohol Usage:** The employee agrees that he or she will not possess or allow open containers of alcohol in the vehicle or drive under the influence of drugs or alcohol except any medications prescribed to him or her that do not negatively impair his or her driving ability or cause drowsiness. The employee understands that the use of a vehicle while under the influence of alcohol or drugs is strictly forbidden.

6. **Prohibited Passenger and Drivers:** The employee agrees that only employees who have executed a valid Vehicle Use Agreement may drive the vehicle. The employee understands that only state employees serving in the interests of the state may ride in or drive a state vehicle.

7. **Travel Time and Hours Worked:** The employee understands and agrees that his or her travel time will be counted as hours worked under the Fair Labor Standards Act (hereinafter "FLSA") and related statutes, laws, and regulations only to the extent required by those statutes, laws, and regulations, and that any agency custom or practice allowing compensability of activities outside the requirements of those statutes, laws, and regulations is considered to be inconsistent with this contract. The employee understands and agrees that this Agreement is intended to satisfy the requirements of the Employee Commuting Flexibility Act. The employee also understands and agrees that the agency compensates employees who are exempt from the provisions of the FLSA for their travel time only as required by the FLSA and related statutes, laws, and regulations.

8. **Future Vehicle Use:** The employee agrees that neither the execution of this Agreement nor the providing of a vehicle for the employee's use shall create a right or entitlement to future vehicle use.

9. **Revocation of Agreement at Agency Option:** The employee understands and agrees that the agency may revoke this Agreement and the use of the vehicle at any time, with or without cause, entirely at the agency's option.

10. **Disciplinary Action:** The employee agrees that any breach of this Agreement may subject him or her to disciplinary action, up to and including discharge.

11. **Nonwaiver of Rights:** The employee agrees that the agency's failure to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

12. **Intentional Acts:** The employee is responsible to reimburse the agency for any costs or expenses due to intentional injury to person or property performed with or to the vehicle while the vehicle is in the care of the employee.

13. **Effective Dates and Integration:** The employee agrees that this Agreement shall become effective the date it is executed by the employee and that it shall apply to the employee's operation of any vehicle provided by the agency for the employee's use. The employee agrees that this Agreement supersedes all prior agreements between the parties with respect to its

subject matter and constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter.

14. **Severability:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

Employee Signature

Date

Agency Representative Signature

Date